EXHIBIT C

Claim No. 877 – German American Real Estate Corp.

WR Grace

RUST000138

Bankruptcy Form 10 Index Sheet

Claim Number: <u>00000877</u>	F	Receive Date: 04 / 25 / 2002	
Multiple Claim Reference		Management 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Claim Number	MMPOC Medi	MMPOC Medical Monitoring Claim Form	
	PDPOC Prop	erty Damage	
	NAPO Non-	Ion-Asbestos Claim Form	
	Ame	nded	
Claim Number	MMPOC Medi	Medical Monitoring Claim Form	
	PDPOC Prop	roperty Damage	
	NAPO Non-	n-Asbestos Claim Form	
	Ame	nded	
Attorney Information			
Firm Number:	Firm Name:		
Attorney Number:	Attorney Name:		
Zip Code:			
Cover Letter Location Number:			
Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos	
TBD TBD TBD TBD TBD TBD TBD	TBD TBD TBD TBD TBD TBD Other Attachments Non-Standard Form	Other Attachments	
	Amended Post-Deadline Postmark Date	1	
	Fost-Deadline Fostmark Date	Document Number: WRBF000877	

UNITED STATES BANKRUPTCY COURT For the District of Delaware	PROOF OF CLAIM	
Inro: W.R. Grace & Co., et al	Case Number: 01 1139 (JJF)	
NOTE; This claim should not be used to make a claim for an administrative expense arising A 'request' for payment of an administrative expense may be filed pursuant to 11 U.S.C. § :		•
Creditor Name (Person or entity German American Real Estate Co debtor owes) Address	to your claim, Attach Copy of	
Line 1 c/o John W. Hathaway	atatement giving particulars.	
Lino 2 701 Fifth Ave., Suite 3401 Address Line 3	Check box if you have nover received any notices from the bankruptcy court in this case.	
City. ST ZIP Seattle, WA. 98104	Check box if the address differs from the address on the envelope sent to you by the court	THIS SPACE IS FOR COURT USE ONLY
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:	replaces	reviously filed claim dated:
L. BASIS FOR CLAIM		2. Date Debt incurred: (MMDDYY)
	co benefits as defined in 11 U.S.C. § 1114(n)	
Services performed Tuxes Wage	es, salarica, and compensation (Pill out below)	Contingent 3. If Court Judgment, Date Obtained:
(***) (**)	social security No.	3. If Court Judgithmit, Date Obtained!
Momey loaned Other (Describe Briefly) Unpo	tid compensation for services performed to (date) (date)	
SECURED CLAIM Attach evidence of perfection of security interest Brief Description of Collateral: Real Estate Motor Vehicle Other (Describe briefly) Attount of arrearage and other charges at time case filed included in secured claim above, if any \$ UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	before filing of the bankruptey pe whichever is earlier - 11 U.S.C. § Contributions to an employee bet Up to \$2,100 of deposits toward;	(up to \$4,650), earned not more than 90 days stition or cressation of the debtor's business, 507(a)(3) nefit plus - 11 U.S.C. § 507(a)(4) nurchase, lease, or rental of property or creschold use - 11 U.S.C. § 507(a)(6) all units - 11 U.S.C. § 507 (a)(7)
5. AMOUNT OF CLAIM AT TIME CASE FILED: n/a -continger	nt	-
,	ed Nonpriority)	(Unsecured Priority)
Check this box if claim includes charges in addition to the principal amount of the cla		100
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debut 7. SUPPORTING DOCUMENTS: Attach capies of supporting documents, such as promis statements of running accounts, contracts, court judgments, or evidence of security interests if the documents are voluminous, attach a summary. 8. TIMR-STAMPED COPY: To receive an acknowledgment of the filing of your claim, a copy of this proof of claim. Date Sign and print the name and title, if any, of the creditor or other of power of attorney, if sury)	er. sery notes, purchase orders, invoices, itemized i. If the documents are not available, explain. notosed a stamped, self-addressed cuvolope and	AMERICA OF DELAWARE
1/17/02 Peter Moesslang, Preside	ent Vold IIMUNM	ODIOINIA
enalty for presenting fraudulens claim: Fine of up to \$500,000 or imprisonment for up to 5		¹ ORIGINA

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JOHN L. HATHAWAY, PLLC

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FAX NÚ. OZ49292

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GUARANTY OF LEASE

WHEREAS, at the request of the undersigned, a lease (herein together with all amendments referred to as the "Lease") dated the day of , 1979 covering premises located in the County of Marion , State of Indiana , was entered into between GAREC LIMITED PARTNER—SHIP I, as Landlord, and EL TORITO-LA PIESTA RESTAURENTS, INC. (a subsidiary of the undersigned), as Tenant; and

WHEREAS, as part of the consideration for the said leasing by the Landlord to the Tenant, the undersigned agreed to guarantee the performance by Tenant of its obligations under the Lease; and

WHEREAS, the undersigned is desirous of facilitating the construction and permanent financing of the improvements constituting part of the premises under the Lease to be occupied by El Torito-La Fiesta Restaurants, Inc.,

NOW, THEREFORE, for the consideration above stated and for other good and valuable considerations and in fulfillment of its agreement as aforesaid, the undersigned hereby unconditionally and irrevocably guarantees to the Landlord and to any successors or assigns of the Landlord and to any assignee of Landlord's interest in the Lease as collateral security for indebtedness or Landlord to such assignee, the full, prompt and complete payment, performance and compliance by the Tenant, its successors and assigns, of all the terms, covenants, agreements and conditions in said Lease contained on the part of the Tenant to be kept, observed and performed: and the undersigned hereby waives any and all rights to notice of defaults and demands of every kind or character, and agrees that no delay in enforcing, and no extensions for the performance of any of the terms, covenants, agreements and conditions contained in said Lease shall in any manner affect, impair or diminish the liability of obligations of the undersigned hereunder; no modifications, amendments or supplements to said Lease nor the termination of the demised term by reason of a default on the part of the Tenant, nor the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, the Tenant or any of its assets, or the disaffirmance of the Lease in any such proceeding, shall in any way affect the obligations of the undersigned; and the undersigned also agrees to pay all of the expenses of Landlord (or of Landlord's assignee, in the event enforcement hereof is pursued by such assignee as hereinafter provided), in-cluding reasonable attorneys' fees, incurred in enforcing this Guaranty, provided Landlord is the prevailing party. Neither the Landlord's consent to assignments, nor the assignment or successive assignments of said Lease by the Tenant and its assigns, made: with or without notice to the undersigned, nor a changed or different use of the demised premises, nor any alteration, destruction or demolition of or damage to the improvements thereon, shall in any manner release the undersigned from any liability thereunder, it being the intention hereof that the undersigned shall remain liable as principal for the performance of all the terms, covenants, agreements and conditions of said Lease, to

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the same extent as such obligations are imposed on the Tenant by the terms of said Lease or by operation of law, notwith— "" standing any act or thing which may act or operate in whole or in part as a legal or equitable discharge of a guarantor or surety.

This quaranty is a quaranty of payment, performance and compliance and not of collectibility, is in no way conditional or contingent upon any attempt to collect from, or enforce performance or compliance by, or the seeking of any relief against the Tenant or against any security, or upon any other event, contingency or circumstance whatsoever, and shall be binding upon and against the undersigned without regard to the validity or enforceability of the Lease.

This quaranty shall be binding upon the undersigned and its successors and assigns.

The undersigned is advised that the Landlord will assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to the Landlord, and as long as any indebtedness of the Landlord shall be outstanding and such assignment of the Lease shall exist; such assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any proceeding against the undersigned for the enforcement of any provision of this guaranty and it shall not be necessary in any such suit, action or proceeding to make the Landlord a party thereto.

This guaranty may not be modified or amended except in writing signed by the undersigned, the Landlord and such assignee of Landlord's interest in the Lease and any other attempted modification or amendment shall be void.

The undersigned hereby waives any right to require that any action be brought against any person or entity or to require that resort be made to any security, and further waives, to the fullest extent permitted by law, any and all notices and defenses to which it may be entitled as a guarantor or a surety, including but not by way of limitation, notice of acceptance of this guaranty.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered in its name and behalf and under its corporate scal as of the 1100 day of 1979.

W. R. GRACE & CO.

ATTEST:

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George N. McNair Assistant Georgiany R: L. Bowditch

Senior Vice President & Treasurer

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REAFFIRMATION OF GUARANTY OF LEASE

WHEREAS, at the request of the undersigned, a lease (herein together with all amondments referred to as the "Lease"), dated the 17th day of January, 1980, covering premises located in the County of Marion, State of Indiana, was entered into between GAREC LIMITED PARTNERSHIP I, as Landlord, and EL TORITO-LA FIRSTA RESTAURANTS, INC. (a subsidiary of the undersigned), as Tenant;

WHEREAS, the undersigned executed and delivered to GAREC Limited Partnership I, as Landlord, a guaranty of lease, dated February 4, 1980 (the "Guaranty"), guaranteeing the performance by Tenant of its obligations under the Lease, as set forth therein:

WHEREAS, Landlord and Tenant are desirous of modifying certain of the terms and provisions of the Lease, as more particularly described in the Modification of Lease, annexed hereto as Exhibit 1; and

WEEREAS, as part of the consideration for said parties entering into the Modification of Lease, the undersigned has agreed to rouffirm its obligations under the Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce Landlord to enter into the Modification of Lease, the undersigned hereby confirms and ratifies its unconditional and irrevocable guaranty obligations to Landlord of all of the terms, covenants, agreements and conditions contained in the Lease, as modified by the Modification of Lease, dated as of February 13, 1980, on the part of the Tenant to be kept, observed and performed, as more particularly set forth in the Guaranty.

The term "this guaranty" as used in the Guaranty shall mean and.

refer to the Guaranty as ratified and confirmed by the terms and provisions

of this Reaffirmation of Guaranty of Leasa.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered in its name and behalf and under its corporate seal as of the 27th day of February 1980.

W. R. GRACE. & CO.

R. L. BOWDITCH

Schior Vice-President and Treasurer

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JOHN, L. HATHAWAY, PLLC

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In accordance with the next to the last paragraph of the'.

Guaranty of Lease, dated February 4, 1980, the undersigned, as Landlord, hereby acknowledges and consents to the above Reaffirmation of Guaranty of Lease, dated February 27, 1980.

GAREC LIHITED PARTNERSHIP I

By: Its Coneral Partner, CERMAN MERICAN REAL ESTATE CURPOPATION

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